

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Contract

<u>Line Item /</u>	<u>Description</u>	<u>Qty / Unit /</u>	<u>Maximum</u>
--------------------	--------------------	---------------------	----------------

Price

Base Contract

Period of Performance: Three years from the effective date of contract award

0001	Professional and support services for research, development, testing and evaluation in support of the Federal Railroad Administration for a base period of three years as set forth herein	1 Lot	_____
------	--	-------	-------

Total Estimated Cost Plus Fixed Fee consists of:

Total Estimated Cost: _____

Total Fixed Fee Ceiling: _____

Option 1

Performance Period: If exercised, one year from the end of the base period of performance.

0002	Option to extend professional and support services for research, development, testing and evaluation in support of the Federal Railroad Administration for a period of one year as set forth herein	1 Lot	_____
------	---	-------	-------

Total Estimated Cost Plus Fixed Fee consists of:

Total Estimated Cost: _____

Total Fixed Fee Ceiling: _____

Option 2

Performance Period: If exercised, one year from the end of the base period of performance.

0003	Option to extend professional and support services for research, development, testing and evaluation in support of the Federal Railroad Administration for a period of one year as set forth herein	1 Lot	_____
------	---	-------	-------

Total Estimated Cost Plus Fixed Fee consists of:

Total Estimated Cost: _____

Total Fixed Fee Ceiling: _____

TOTAL MAXIMUM CONTRACT PRICE-----\$

B.1 SUPPLIES OR SERVICES TO BE PROVIDED

This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract that provides for the acquisition of services as set forth in “Section C” in support of the Federal Railroad Administration. Specific tasks will be issued through individual task orders. Task Orders will be competed, negotiated, priced, and issued individually in accordance with the terms and conditions described in Section H – Special Contract Requirements or as specified elsewhere in the contract. Funds will be obligated by individual task order.

(a) Upon execution of task orders, the contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the requirements set forth in the task order Statement of Work.

(b) In accordance with FAR Subpart 16.5, Indefinite-Delivery Contracts, the minimum and maximum quantities of specific services are defined as follows:

- (1) **MINIMUM QUANTITY:** The minimum value specified herein, represents the total minimum amount of work effort (in terms of dollars) that the Government is required to order and the contractor is obligated to furnish as ordered, over the entire term of the contract, inclusive of the base period and any options exercised. The total minimum value of this contract is \$10,000.
- (2) **MAXIMUM QUANTITY:** The maximum value of the contract specified herein, represents the total maximum amount of work effort (in terms of dollars) that the Government may require and the contractor is obligated to furnish if and as ordered, over the entire term of the contract inclusive of the base period and any options exercised. The total maximum value of this contract will be the sum of contract line item number 0001 through 0003 at the time of award.

B.2 LEVEL OF EFFORT

(a) In accomplishing the work as set forth herein, the contractor shall for the period of 36 months, commencing from the effective date of the contract, furnish an estimated ceiling of 36,000 direct labor hours, and if exercised, 12,000 per year for each option year as specified in the table below. See subparagraph B.1 for the stated minimum quantity in terms of dollars.

CONTRACT LINE ITEM NUMBER (CLIN)	PERIOD	LEVEL OF EFFORT/EST. DIRECT LABOR HOURS
0001	Base Three-Year Period	36,000 Hours
0002	First Option Year	12,000 Hours
0003	Second Option Year	12,000 Hours

(b) For the purpose of determining the number of direct labor hours furnished, all hours applicable to part-time, full-time and temporary employees of the contractor, subcontractors and consultants should be included in the designated totals described above. Hours applicable in the performance of overhead functions are not included in the totals above.

B.3 FIXED FEE

(a) In accordance with FAR 15.404-4, a fixed fee will be negotiated for each individual task order, with a maximum fee ceiling as specified in the schedule. The common factors included in FAR 15.404-4(d) will be considered in terms of the individual task order statement of work when negotiating a fixed fee for each task order.

(b) The fixed fee as specified in individual task orders, subject to any adjustments required by other provisions of this contract, shall be paid in installments at the time of each provisional payment.

(c) For “completion” type task orders, whereby the statement of work is stated in terms of a definite goal or target and specified end product, installment payments of fixed fee shall be based on the percentage of the total estimated costs during the provisional payment period. For “term” type task orders, whereby the statement of work is stated in general terms and obligates the contractor to devote a specified level of effort for a stated time period, the fixed fee will be payable at the expiration of the agreed-upon period if the performance is considered satisfactory by the Government. At no time will payment of fixed fee for a completion or term type task order exceed the total fixed fee amount specified in the schedule of the individual task order, less any with holdings and adjustments set forth elsewhere in this contract. For further explanation, see the clause titled, “Fixed Fee,” FAR 52.216-8.

B.4 INCREMENTAL FUNDING

Funding for the services ordered by individual task orders may be incrementally funded as required on each individual task order and subsequent modifications thereto pursuant to the terms and conditions described in Section H – Special Contract Requirements, the “Limitation of Funds” clause, FAR 52.232-22, or as specified elsewhere in the contract. In no event, however shall the contractor be authorized to incur costs under individual task order in excess of the total amount of funds obligated against that task order.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The Federal Railroad Administration's Office of Research and Development conducts a variety of research programs for improving rail transportation efficiency and safety. Frequently, these programs are derived from short term reactive conditions requiring the research to be performed as expeditiously as possible. This contract is intended as a mechanism for providing timely responses in such instances, as well as to provide a mechanism for the support of programmed research.

As discrete research requirements are defined, individual task orders will be established under this contract to address specific research needs. General topic areas, which may be included in a task order are:

- Railroad Vehicles; Non-electric Motive Power and Components;
- Hazardous Materials Transportation by Railroad;
- Railroad Operating Practices;
- Human Factors and Ergonomics;
- Railroad Track, Structures and Components;
- Track-Train Interaction;
- Passenger and Freight Operations;
- Advanced Rail Systems Technology, including Positive Train Control;
- Railroad Signal, Communication, Control; and
- Electric Traction Power.

Individual task orders may involve one or more of the above areas. The initial task order under this contract shall be issued for contract management and administration and will become effective upon award of this contract. Details concerning this task order are provided in Section C.5.0.

C.2 TECHNICAL DISCUSSION

Within the topic areas identified above, the contractor can expect to be requested to:

- Perform tests and evaluations on materials or hardware, including vehicles, involving stress, strain, strength, puncture resistance, deterioration, wear characteristics, flaw growth and fatigue under static and/or dynamic conditions with, where appropriate, the consideration of the influence of temperature changes and/or extremes;
- Design, instrument, and monitor tests to be performed by others;
- Design, instrument, monitor or conduct tests to determine the operating envelope limits of railroad vehicles with regard to speed, curving, tipping, truck hunting, rail climb, load, vibration, consist configuration, terrain, track conditions, train handling and other operating environment characteristics which may be relevant;
- Design and/or conduct tests of the performance and safety implications of devices which may be installed or proposed for installation in or on a train to include such considerations as reliability, life expectancy (of the device), visibility, placement, equipment/equipment interface, human/equipment interface, and functional value;
- Evaluate track and equipment maintenance practices as they may affect the performance of the components serviced;
- Design, fabricate, test or calibrate equipment intended to perform non-destructive evaluations of flaws or flaw growth in track and track components, vehicles and vehicle components and joiners such as welds, rivets, bolts;
- Investigate, characterize, and define the performance and safety implications of the dynamic interaction of trains and individual rail cars with track and track structures;
- Evaluate or develop and validate selection, training, performance and performance qualification requirements, tests, practices, and procedures for various railroad jobs;
- Evaluate situations in the work place environment which may create stress and fatigue which adversely affects performance and safety, such as air quality, noise and vibration, temperature, interruptions, human/machine interface, work load, work/rest cycles, staffing and scheduling;
- Evaluate employee work practices from an ergonomics perspective and provide recommendations for improving practices and equipment to reduce employee injury;
- Conduct railroad network and traffic assignment analyses which will likely consider routings, travel times, layover times, crew change points, costs train consists, and train control issues including dispatching and signaling;

- Develop and/or use computer models, which may simulate a variety of railroad operating situations including traffic flows, vehicle or vehicle sub-system performance, signal and communication system functions;
- Perform statistical analyses of data developed by the contractor or provided by other sources;
- Prepare experimental designs to efficiently test experimental hypotheses and determine the statistical reliability of results;
- Conduct tests of signal system components in laboratory and/or field environments, and provide engineering analysis leading to component safety applicability, usefulness and /or improvement in existing and/or emerging systems;
- Conduct analyses, experiments and equipment tests of advanced and traditional train control systems;
- Identify, evaluate, and determine hazard control methods for proposed types of electrical propulsion schemes for high-speed guided ground transportation systems;
- Conduct analyses, experiments, and operational tests of dynamic performance of current collection apparatus for high-speed guided ground transportation systems;
- Conduct real-time simulations of railroad operations in support of experiments to determine the effect of PTC technology on human performance and error in various railroad jobs;
- Conduct real-time simulations of railroad operations in support of experiments to determine the effect of high-speed operations on human performance and error in various railroad jobs; and
- Conduct analyses of safety culture, crew resource management, and safety behavior in various railroad jobs and organizations.

C.3 OBJECTIVES

This contract is to provide rapid response and programmatic support to the research, development, test and evaluation activities of the Federal Railroad Administration in the following related program areas:

- Railroad Vehicles, Non-electric Motive Power and Components;

- Hazardous Materials Transportation;
- Railroad Operating Practices, including Human Factors;
- Railroad Track, Structures and Components;
- Track-Train Interaction;
- Passenger and Freight Operations;
- Advanced Rail Systems Technology;
- Railroad Signal, Communication, Control; and
- Electric Traction Power Systems.

The nature of likely assignments is discussed in detail in Section C.2.0, Technical Discussion.

C.4 SCOPE

Research shall be considered for a task assignment under this contract if the work is necessary to assist the FRA in providing a timely response to specified concerns which fall within the program areas outlined in Section C.3.0, Objective, and requires treatment of the types presented in Section C.2.0, Technical Discussion.

It is estimated that approximately 36,000 labor-hours will be required over a three (3) year period. An additional two (2) years, with 12,000 labor-hours each, may be negotiated during the third year of the contract at the option of the Government. Historically, work of the type contemplated for task orders under this contract have approximated the following distribution of effort, resources and exclusive of contract management and administration:

<u>Resources</u>	<u>Program Area</u>	<u>Percent of</u>
Railroad Vehicles, Non-Electric Motive Power and Components		15
Hazardous Materials Transport		15
Railroad Operating Practices and Human Factors		25
Railroad Track, Structures and Components		5
Track-Train Interaction		15
Passenger and Freight Operations		10
Advanced Rail Systems Technology		10
Railroad Signal, Communication, Control and Electric Power Systems		5

Major material or equipment requirements are expected to be provided as Government or industry furnished equipment. Computer time and instrumentation costs tend to range from 10 to 30 percent of project costs with track, track-train and some vehicle research requiring more instrumentation than other types of projects.

Individual task orders will usually be in the cost range of \$50,000 to \$200,000 with completion periods of from 6 to 18 months. Occasionally, requirements less than or greater than these norms will occur.

C.5 TASKS AND TASK ORDERING

C.5.1 Contract Management and Administration

Effective upon award of this contract, the contractor shall provide the necessary personnel, facilities, services, equipment, and materials for the overall management of this contract, all task orders issued hereunder, and the related technical activities performed by the contractor within this program. This work includes but is not limited to the following:

C.5.1.1 Preparation of task plans of action (TPA) in response to preliminary task orders issued by the Contracting Officer (CO);

C 5.1.2 Management control functions including: task order negotiations; financial accounting and schedule monitoring; subcontractor selection, negotiation and administration; and task staffing;

C.5.1.3 Progress reports and briefings.

Contract management costs shall be identified for individual task orders however cost will be accumulated and funded based on task orders designated for funding.

C.5.2 Task Orders

Task orders in one or more of the following subject areas are expected to be initiated as need arises during the life of this contract. Tasks will be numbered sequentially.

Many of the tasks to be undertaken will require railroad management, labor, or supplier participation or cooperation. The contractor must demonstrate an ability to work harmoniously in this environment. Major material or equipment requirements will be provided by the FRA or the railroad industry.

A hypothetical work statement to initiate a task order is attached to this work statement in Section J. The contractor shall prepare a task plan of action or task proposal for this hypothetical task, including estimated level of effort, milestones, assignment of

appropriate staff, related experience and methodology. This hypothetical task will be evaluated within the overall proposal as an example of the contractor's ability to respond to the FRA's expressed needs.

C.6 PERSONNEL QUALIFICATIONS

The contractor shall be capable of providing professional personnel in the skill categories described below in order to accomplish the anticipated requirements as specified by individual task orders under the contract. The contractor may also be required to work harmoniously in an environment that requires railroad management, labor or supplier participation or cooperation. The following table lists the required personnel categories and the minimum requirements under this contract:

PERSONNEL DISCIPLINE	MINIMUM QUALIFICATIONS
Program Management and Project Planning	5 years of related work experience
Railroad Research, Development & Testing	Bachelor's Degree in related field of study
Engineering (Civil, Mechanical, Electrical/Electronics, Industrial, Chemical, Safety, Railroad and Human Factors *)	Bachelor's Degree in each related field of study with the exception of Human Factors (*) Master's Degree in related field of study for Human Factors Engineering
Metallurgy	Master's Degree in related field of study
Structures and Material Sciences	Master's Degree in related field of study
Chemistry	Master's Degree in related field of study
Railroad Operations	5 years of related work experience
Computer Sciences	Master's Degree in related field of study
Statistical Analysis	Master's Degree in related field of study
Experimental Design	Master's Degree in related field of study
Dynamic Analysis	Master's Degree in related field of study
Psychology – Behavioral, Experimental, and Industrial	Master's Degree in related field of study
Personnel – Selection, Training, Testing, and Performance Evaluation	Master's Degree in related field of study

C.7 GOVERNMENT FURNISHED EQUIPMENT

Major material or equipment requirements are expected to be provided as Government or industry-furnished equipment as specified under individual task orders.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING AND MARKING

(a) All packing and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial practices.

(b) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall be clearly marked with the name or the organization/contractor, the contract, task order and/or modification number as appropriate, and the identification of the submission.

D.2 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information under the terms and conditions of the contract, including forms, report, etc., to the Contracting Officer or the COTR, shall be paid by the contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-5	APR 1984	INSPECTION OF SERVICES – COST REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE

Satisfactory completion of work under this contract shall be indicated by written receipt of such work by the Contracting Officer or the designated COTR. Taking physical delivery of deliverable items shall not constitute acceptance.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

F.2 PERIOD OF PERFORMANCE

(a) Base Period of Performance (Term): The period of performance for the base period shall be 36 months commencing from the effective date of the contract.

(b) Option Periods of Performance (Term): The periods of performance for each of the options, if exercised by the Government, shall be 12 months commencing from the exercising of that option. Each option period, if exercised, will commence on the day after the expiration of the previous period of performance.

(c) The FRA has a unilateral right to extend the term of the contract through the exercise of one or more of the one-year option periods, in accordance with FAR clause 52.217-9, Option to Extend the Term of the Contract. If FRA exercises all options, the total period of performance for this contract will be five (5) years from the effective date of the contract.

F.3 PLACE OF DELIVERY

(a) All deliverables, as described herein and as required by individual task orders, shall be delivered under transmittal letter, to the COTR at the following address:

US Department of Transportation
Federal Railroad Administration
Office of Human Resources, Stop 30
ATTN: *(to be inserted at time of award)*
1120 Vermont Avenue, NW
Washington, DC 20590

(b) Some deliverables as specified by individual task orders, and a copy of each deliverables transmittal letter shall be delivered to the Contracting Officer at the following address:

US Department of Transportation
Federal Railroad Administration
Office of Acquisition & Grants Services, Stop 50
1120 Vermont Avenue, NW
Washington, DC 20590

F.4 DELIVERABLES/DELIVERY SCHEDULE

During the performance of task orders issued against this contract, the contractor, unless directed otherwise in the task order, shall deliver a monthly progress report-specific to each order. The contractor shall deliver (3) copies of each of the monthly progress report to FRA (2 copies to the COTR and 1 copy to the Contracting Officer) within 15 days following the end of each month. See subsection F.5 for specific content requirements of the monthly progress reports. All other task-specific deliverables will be identified by individual task orders.

F.5 CONTENT OF DELIVERABLES

(a) Monthly Progress Reports: Individual monthly progress reports shall be submitted for each task order issued under the contract. Within (15) days following the end of each month, the contractor shall submit to the designated Contracting Officer one copy and to the Contracting Officer's Technical Assistant (COTR) two copies of each progress report describing:

- (1) a summary of the progress made under the task order during the reporting period, separated into logical elements of work. This shall include pertinent data and graphs sufficient to explain any significant results achieved;
- (2) an explanation of any technical and/or schedule problems which may have occurred or are expected to arise. The description of any differences between planned and actual technical progress shall include a statement of why the difference occurred or why they are expected to occur and what remedial or alternative actions are planned or recommended. This may include any recommended action by the Government to assist in the resolution of a problem;
- (3) actual versus planned level of effort broken down by individual task orders, including cumulative expenditures incurred and earned value management (EVM) as applicable by the Government's direction;
- (4) projected activities and costs for the next reporting period; and
- (5) minutes of status review meetings, if any.

(b) Other Reports: Interim and final reports and software and data tapes shall be prepared in accordance with ANSI/NISO Z39.18-1995 (Scientific and Technical Reports -- Elements, Organization, and Design), except for the cover which shall be in accordance

with attached sample. Final reports shall be prepared in camera-ready format after FRA approval and shall also be supplied in PDF format for inclusion in the R&D report web page.

Deliverables will usually be technical reports, but may also be briefings, microprocessor or word processor diskettes, hardware and software (computer programs) and associated user manuals including sample inputs and outputs from actual runs, drawings, photos, video tapes or some combination. The type of each deliverable will be determined by the nature of the requirement generating the task order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 CONTRACTING OFFICER'S TASK MONITOR (TM)

(a) The Contracting Officer may designate additional technical personnel to serve as TM's to assist the COTR in monitoring the work under this contract. The COTR will coordinate and manage the activities of the TM, who will in turn, with the COTR's concurrence and consent, act as his/her agent within the limits of the COTR's authority to the extent that the TM does not supplant that individual in his/her responsibilities or capacity as COTR.

(b) The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Only the Contracting Officer can authorize any such revision in writing. The contracting Officer shall promptly countermand any action that exceeds the authority of the COTR or TM's.

G.3 BILLING INSTRUCTIONS

The contractor shall submit invoices for payment utilizing Standard Form 1034 submitted in one original in accordance with "Instructions for Preparation and Submission of Public Vouchers" (available from the Contracting Officer). Invoices shall be submitted to:

U. S. Department of Transportation/Federal Railroad Administration
Franchise Commercial Payment Branch
AMZ-150
P.O. Box 268943
Oklahoma City, OK 73125

G.4 TRAVEL AND PER DIEM

- (a) All travel reimbursable hereunder shall conform to the FAR 31.205-46.
- (b) All travel shall be reimbursed up to the negotiated NOT-TO-EXCEED dollar amount allocated for travel expenses in each individual task order in accordance with current Government travel regulations at economy class rates when available. If not available, reimbursement vouchers shall be annotated that economy class was not available. The contractor shall be reimbursed for actual costs incurred for per diem/subsistence costs in accordance with current Government travel regulations.

G.5 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

- (a) The personnel and/or facilities as specified in paragraph (c) are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.
- (b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion of key personnel shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel under this Contract are:

<u>Name</u>	<u>Title</u>
-------------	--------------

(To be inserted at time of award)

G.6 ACCEPTANCE OF KEY PERSONNEL SUBSTITUTIONS/ REPLACEMENTS

In evaluating the justification and proposed substitution(s) of key personnel throughout the period of performance of this contract, the Contracting Officer reserves the right to make an assessment on the technical and/or professional qualifications of the proposed substituting individual(s). The Contracting Officer further reserves the right to disallow the utilization of the proposed substituting individual(s) for performance on the subject contract, when the technical and/or professional qualifications of the proposed individuals are determined, by the Contracting Officer, (1) not to be substantially equivalent to the technical and/or professional qualifications of the key personnel they are

to substitute, or (2) not sufficient to reasonably insure successful performance or otherwise endanger project performance, progression, or completion.

G.7 FUNDING

Funding for performance of task orders will be allocated and obligated by the individual orders issued against the contract. Award of the base contract does not constitute an authority to commence work or incur costs on behalf of the Government.

G.8 COTR ASSIGNMENT

(To be inserted at time of award) is hereby designated as the Contracting Officer's Technical Representative (COTR) for this contract. The COTR can be reached by telephone at (pending award).

The COTR has the authority to monitor the technical progress of the services that are required under the contract. This includes visits to the contractor's place of performance, meetings, and telephone conversations with the contractor's personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the contracting officer. The COTR cannot authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. If a change (monetary or otherwise) to the contract is desired, the contractor must submit a written request to the contracting officer for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the contractor and the COTR occurs, the contracting officer or contract specialist should be contacted immediately for resolution. The contractor should also contact the contracting officer or contract specialist when the COTR cannot be contacted on a technical matter and for assistance on all other matters pertaining to this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ACCESSIBILITY OF MEETINGS AND CONFERENCES TO PERSONS WITH DISABILITIES

The contractor shall assure that any meeting or conference held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations.

H.2 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

(a) Functions and responsibilities directly involved or associated with the management of any FRA Office are expressly excluded from this contract or order issued hereunder. The parties hereby agree that any instructions, directives, or orders issued under this contract involving such management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the contractor under this contract or order issued hereunder:

- (1) Policy making or management of FRA operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting therefore;
- (5) Direction or supervision of other Government contracts or Government agencies,
or otherwise acting as an agent to obligate or commit in any capacity;
- (6) Clerical and other administrative type functions required to be performed by civil service personnel; and
- (7) Supervision of Government employees.

H.3 REPRODUCTION OF REPORTS

Federal printing and binding regulations require that printing or reproduction of reports, data, or other written materials produced under contracts or grants which exceed 5,000 production units of any page, or 25,000 production units in the aggregate, must be processed through the U.S. Government Printing Office (GPO). Accordingly, unless otherwise specifically approved in advance by the Contracting Officer, any project report or other written materials produced under an order on this contract that is expected to exceed these limits must be submitted to the COTR in one camera-ready original. The Government will reproduce copies exceeding the above limits. Any use of color in the final report that would result in color printing (black plus one or more colors) must have prior approval of the Contracting Officer. All printing funded by this contract or order hereunder must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, U.S.C., and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

H.4 TASK ORDERING PROCEDURES

(a) Task Orders negotiated under this contract may be issued only by a designated Contracting Officer representing the U.S. Department of Transportation, Federal Railroad Administration.

(b) Task orders may be solicited, negotiated, and issued from the effective date of this contract through completion or termination of the base period and/or each of the four successive option year periods of the contract. If all options are exercised, task orders may be issued through a five (5) year period commencing from the effective date of contract. The period of performance for individual task orders issued under this contract may extend for one year beyond the period of performance of the contract for the base period and the option periods, if exercised.

(c) All task orders shall be subject to the terms and conditions of this basic contract. In the event of conflict between a task order and this contract, the contract shall control. The Government will issue task orders for those segments of work defined in the Statement of Work included herein in Section C. The task orders shall be the instruments for specific work performance.

(d) Task orders will be executed through bilateral agreement between the contractor and the Federal Railroad Administration Contracting Officer. Task orders will be executed in writing using an Optional Form 347, a suitable agency-approved form, or any other appropriate contractual instrument.

(e) There is no limit on the number of task orders that may be issued against this contract, if and when needed, within the maximum value of the contract (sum of CLIN's 0001 through 0003 at the time of award). It is anticipated that fixed-price and cost-plus fixed fee type task orders will be negotiated for individual work requirements under this contract with the cumulative values stated for the base and each option period. However, if the Government's requirements (in any period or in all periods combined) do not result in task orders against this contract beyond the stated minimum value (\$10,000), that fact shall not constitute the basis for an equitable price adjustment.

(f) Any task order issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order. The task order shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(g) Orders placed under this contract shall contain the following information:

- (1) Effective date of the order;
- (2) Contract number and order number;

- (3) Scope of Work, including references to applicable requirements in the basic contract;
- (4) List of any Government-owned or third party property, material, or facilities to be furnished for the performance of the work;
- (5) The fixed price of the task order for complete performance;
- (6) Delivery or performance period
- (5) Place and manner of inspection and acceptance;
- (7) Packaging, packing, and shipping instructions, if any
- (8) Accounting and appropriation data; and
- (9) Any other pertinent information.

H.5 TASK ORDER PROPOSAL EVALUATION

(a) Written solicitations for each prospective task order will be issued by the Contracting Officer. Each prospective task order solicitation shall include the specific statement of work. After issuance of a solicitation request, the contractor shall prepare and submit to the Contracting Officer a proposal. The proposal shall serve as the basis for negotiation of a finalized task order and shall specify the following:

- (1) The technical approach to the work to be performed to include assigned personnel;
- (2) The estimated labor, including a level of effort estimate for the required number of labor hours, by labor category and billing rates for each task or subtask;
- (3) The estimated direct material, travel, subsistence, and similar costs, if required;
- (4) The proposed fee or profit with supporting substantiation (i.e. risk factors associated with the statement of work--see FAR 15.404-4(d));
- (5) The planned time schedule for performance with milestones suitable for monitoring task progress;
- (6) Dollar amount and type of any proposed subcontract, including detailed supporting documentation pertaining to proposed costs;
- (7) The total price, to be drawn against the negotiated ceilings under the basic contract. The cost breakdown shall utilize the current applicable direct and indirect cost rates, not exceeding any ceilings established by the terms of the contract; and
- (8) Any other pertinent information related to the technical approach or pricing.

(b) Upon receipt of the contractor's proposal, the Contracting Officer will evaluate the proposal response to determine its technical acceptability, sufficiency, and reasonableness within the terms of the contract. The Government reserves the right to accept or reject the contractor's order proposal without further discussions or negotiations. The Contracting Officer will hold negotiations, as necessary, to resolve any technical and cost issues in the proposal.

(c) Upon completion of the above process, the contractor shall be issued a completed order document accompanied by the Statement of Work to include the incorporation by reference of the accepted technical approach within the proposal. Only upon receipt of a fully executed, written task order shall the contractor commence work hereunder. The Government shall not be obligated to reimburse the contractor for work performed, items delivered, or costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by a fully executed, written task order, which has been signed by the Federal Railroad Administration Contracting Officer.

H.6 TASK ORDER CEILINGS

Task Orders shall not exceed the cumulative maximum price set forth in Section B for work within the base period or within any option year of contract performance unless specifically authorized by the Contracting Officer.

H.7 NOTICE OF INCORPORATION

Section K, Representations, Certifications, and Other Statements of Offerors, of the original solicitation document, are not provided with this contractual document. Section K, from the contractor's proposals however, is fully incorporated into this contract by reference.

H.8 GENERAL PURPOSE EQUIPMENT

The contractor shall not fabricate, purchase, rent or otherwise acquire any general-purpose equipment, the acquisition cost of which is to be charged directly to the performance of this contract unless prior written approval to do so is obtained from the Contracting Officer. For the purpose of this clause, general-purpose equipment is defined as any property with a useful life of more than one (1) year, which can be used in the production, administration, research or test of a product or services outside of this contract or an order issued thereunder.

H.9 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM

- (a) The offeror shall provide documentation that the cognizant Administrative Contracting Officer (ACO) or a Federal Department or Agency has recognized that the proposed earned value management system (EVMS) complies with the EVMS criteria in ANSI/EIA Standard – 748 – A – 1998 or the current version at the time of solicitation issuance).
- (b) If the offeror proposes to use a system that does not meet the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan (see Sample Contractor's EVMS Document at Appendix A) for compliance with the EVMS criteria. The plan shall:
 - Describe the EVMS the offeror intends to use in performance of the contracts;

- Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;
- Describe the management system and its application in terms of the 32 EVMS guidelines;
- Describe the proposed procedure for administration of the guidelines, as applied to subcontractors;
- Provide documentation describing the process and results of any independent party or self-evaluation of the system's compliance with the EVMS guidelines;
- The offeror shall provide information and assistance as recommended by the Contracting officer to support review of the plan;

The Government will review the offeror's plan for EVMS before contract award; and, Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

H.10 TASK ORDER CONTRACT TYPES

Task orders may be of any contract type allowed under FAR Part 16 – Types of Contracts. Based on requirements for the substantially same services in the preceding five years, it is anticipated that the preponderance of awards will be cost-reimbursement type orders. As such, this contract contains clauses fashioned after a cost-reimbursement type contract. In instances where another contract type is employed, the task order may incorporate FAR clauses which were not previously included in this the parent contract, which will either supersede, or by operation of law, supplant alternate or similar clauses in the parent contract of like principle.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252- CLAUSES INCOPORATED BY REFERNCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www/arnet.gov/far>

I.2 FEDERAL ACQUISITION REGULATION (FAR) (48 Chapter 1) CLAUSE

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	Definitions.
52.203-3	APR 1984	Gratuities.
52.203-5	APR 1984	Covenant Against Contingent Fees.
52.203-6	JUL 1995	Restrictions on Subcontractor Sales to the Government.
52.203-7	JUL 1995	Anti-Kickback Procedures.
52.203-8	JAN 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.
52.203-10	JAN 1997	Price or Fee Adjustment for Illegal or Improper Activity.
52.203-12	JUN 1997	Limitation on Payments to Influence Certain Federal Transactions.
52.204-4	AUG 2000	Printing or Copying Double-Sided on Recycled Paper.
52.209-6	JUL 1995	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
52.215-2	JUN 1999	Audit and Records-Negotiation.
52.215-8	OCT 1997	Order of Precedence--Uniform Contract Format.
52.215-10	OCT 1997	Price Reduction for Defective Cost or Pricing Data
52.215-11	OCT 1997	Price Reduction for Defective Cost or Pricing Data Modifications.
52.215-12	OCT 1997	Subcontractor Cost or Pricing Data.
52.215-13	OCT 1997	Subcontractor Cost or Pricing Data Modifications.
52.215-15	JAN 2004	Termination of Defined Benefit Pension Plan.
52.215-18	OCT 1997	Reversion or Adjustment of Plans For Postretirement Benefits (PRB) Other Than Pension.
52.215-19	OCT 1997	Notification of Ownership Changes.
52.215-21	OCT 1997	Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data Modifications.
52.216-7	DEC 2002	Allowable Cost Payment.
52.216-8	MAY 2004	Utilization of Small Business, Small Disadvantage And Women-Owned Small Business Concerns.

52.217-2	OCT 1997	Cancellation Under Multi-year Contracts.
52.219-6	JUL 1996	Notice of Total Small Business Set-Aside.
52.219-8	OCT 2000	Utilization of Small Business Concerns.
52.219-16	JAN 1999	Liquidated Damages-Subcontracting Plan.
52.222-1	FEB 1997	Notice To The Government of Labor Disputes.
52.222-2	JUL 1990	Payment For Overtime Premiums.
52.222-3	AUG 1996	Convict Labor.
52.222-21	FEB 1999	Prohibition of Segregated Facilities.
52.222-26	FEB 1999	Equal Opportunity.
52.222-35	APR 1998	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.
52.222-36	JUN 1998	Affirmative Action for Workers with Disabilities.
52.222-37	JAN 1999	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.
52.223-6	JAN 1997	Drug-Free Workplace.
52.223-14	AUG 2003	Toxic Chemical Release Reporting
52.224-1	APR 1984	Privacy Act Notification.
52.224-2	APR 1984	Privacy Act.
52.227-14	JUN 1987	Rights in Data - General.
52.230-2	APR 1998	Cost Accounting Standards.
52.230-3	APR 1998	Disclosure And Consistency of Cost Accounting
52.232-17	JUN 1996	Interest.
52.232-19	APR 1984	Availability of Funds for the Next Fiscal Year.
52.232-22	APR 1994	Limitation of Funds
52.232-23	JAN 1986	Assignment of Claims.
52.232-25	JUN 1997	Prompt Payment.
52.232-33	MAY 1999	Payment by Electronic Funds Transfer -- Central Contractor Registration.
52.233-1	DEC 1998	Disputes.
52.233-3	AUG 1996	Protest after Award.
52.239-1	AUG 1996	Privacy or Security Safeguards.
52.243-2	AUG 1987	Changes – Cost Reimbursement Alternate I
52.249-6	SEP 1996	Termination For Convenience of the Government (Fixed-Price).
52.249-14	APR 1984	Excusable Delays.
52.253-1	JAN 1991	Computer Generated Forms.

I.3 TRANSPORTATION ACQUISITION REGULATIONS (TAR) (48 CFR CHAPTER 12) CLAUSE

1252.209-70	OCT 1994	Disclosure of Conflict of Interest
1252.219-70	JUN 1997	Small Business and Small Disadvantaged Business Subcontractor Report
1252.242-72	OCT 1994	Dissemination of Contract Information

I.4 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through three years or up to 5 years if all options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.


I.5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$250,000;
- (2) Any order for a combination of items in excess of \$250,000; or
- (3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall  or any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five (5) years from the effective date of the contract or one (1) year after the effective date under a n existing task order which was issued within the three years from the effective date of the contract, which ever date is later.

I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.8 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of the Contracting Officer, and shall not be binding until so approved.

I.9 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS. (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.10 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.13 FAR 52.222-2 Payment for Overtime Premiums (Jul 1990)

a) The use of overtime is authorized under this contract if the overtime premium does not exceed * _____ or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

SECTION J - LIST OF ATTACHMENTS

SAMPLE TASK A STATEMENT OF WORK –

“LOCOMOTIVE ENGINEER’S MOVING DISPLAY”

BACKGROUND

Digital map display technology. A moving map display is one in which the vehicle’s position is constantly shown as it moves across a map.

CONTRACT OBJECTIVE

Develop a digital moving map display for the locomotive engineer’s station to be used as a primary device for track navigation. Demonstrate the usefulness of this technology adapted for rail industry use.

CONTRACT SCOPE

Through a number of tasks, this contract is to develop a display that demonstrates how train-driving information can be provided to potentially yield better situation awareness, reduce workload, and minimize the potential for train collisions through the use of GPS and digital map technologies to convey accurate train locations. The display is not required to be fully functional but should provide model, interactive display of needed operational information to the locomotive engineer.

TASKS

The Contractor shall accomplish the following:

Task 1: Contractor shall develop a digital moving map display for the locomotive engineer’s station for primary use in track navigation. Contractor shall utilize and demonstrate human-centered design principles in the design of the display.

Task 2: Contractor shall prepare a technology demonstration to government and industry showing the usefulness of the moving map display developed under Task 1.

INSTRUCTIONS FOR SAMPLE TASK PROPOSALS

For the tasks listed above, the Contractor shall prepare a Task Plan of Action to include the following:

Item 1: Technical Approach

In this section, proposer shall develop and present the overall technical approach to fulfill the requirements of the above Task. The approach shall clearly identify the major technical issues, factors, alternatives and options for the development of a moving map display. The discussion should also include an assessment of the risks inherent in this type of task, and an explanation of the approach to minimize these risks. The approach should utilize and demonstrate principles of human-centered design in the development process.

Item 2: Task Breakdown / Items of Work

In this section, proposer shall present a task-by-task breakdown of the required items of work for a successful completion of the work in attaining the output delineated above.

Item 3: Task Staffing Plan

In this section the proposer shall provide a detailed staffing plan, addressing individually and fully the following:

- a. Skill Mix and Team Composition: including a matrix detailing the proposed level of effort and the team composition, with details relative to the roles, responsibilities, and level of involvement of each team member;
- b. Expertise Level of Proposed Task Personnel: providing information on expertise and technical skill relevant to the task requirements.

Item 4: Cost Estimate

In this section, the proposer shall provide a detailed engineering cost estimate to perform the required items of work. The cost estimate shall be in line with the levels of effort identified in the Task Staffing Plan above, and shall include all other direct and indirect expenses for a satisfactory completion of the work.

DELIVERABLES

Contractor shall provide the FRA with monthly progress reports, in contractor format, to include financial activities for the month.

Contractor shall provide desktop prototype of locomotive engineer's moving map display.

Contractor shall provide the FRA with a final demonstration and briefing for the locomotive engineer's moving map display.

The contractor shall be responsible for the completion and timely receipt of all deliverables including:

Schedule of Deliverables

Monthly Progress Reports	Beginning 1 month after contract initiation	2 paper copies and 1 electronic copy each to the Contracting Officer and the COTR
Desktop prototype locomotive engineer's moving map display	Upon completion of contract period of performance	Any associated hardware/software needed for the moving map display
Final demonstration and briefing to the FRA	Upon completion of contract period of performance	2 paper copies and 1 electronic copy each to the Contracting Officer and the COTR

PERIOD OF PERFORMANCE

Tasking, final demonstration and briefing deliverable to the FRA shall be accomplished no later than 1 year following date of initiation of this task order.

PLACE OF DELIVERY

All deliverables shall each be submitted to the FRA Contracting Officer (CO), and the Contracting Officer's Technical Representative (COTR) at the following addresses:

Contracting Officer
Department of Transportation
Federal Railroad Administration
Office of Acquisitions and Grants Services, Mail Stop 50
1120 Vermont Avenue, N.W.
Washington, D.C. 20590

COTR
Department of Transportation
Federal Railroad Administration
Office of Research and Development, Mail Stop 20
1120 Vermont Avenue, N.W.
Washington, D.C. 20590

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. APR 1991

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—
 - a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriate funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontracts awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United State Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____
TIN _____

K.3 52.204-6 Data Universal Numbering System (DUNS) Number (June 1999)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” following by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United State may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

K.4 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

K.6 52.219-1 Small Business Program Representations. (OCT 2000) Alternate II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541612.

(2) The small business size standard is \$5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is \$5 million.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-22 Small Disadvantaged Business Status. (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 52.226-2 Historically Black College or University and Minority Institution Representation. (MAY 1997)

(a) Definitions. As used in this provision -

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it -

___ is ___ is not a Historically Black College or University;
___ is ___ is not a Minority Institution.

K.12 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data

under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states *[offeror check appropriate block]*--

() None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

() Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General." (End of provision)

K.13 FAR 52.204-5 Women-Owned Business Other Than Small Business (May 1999)

a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.]* The offeror represents that it [] is a women-owned business concern.

K.14 FAR 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2000)

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

_____ Name and Address of
Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

** (2) Certificate of Previously Submitted Disclosure Statement.*

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name
and Address of Cognizant ACO or Federal Official Where
Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

** (3) Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

** (4) Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost

Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252_1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE, (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. In addition, the full text of FAR clauses may be accessed electronically at <http://www.arnet.gov/far/>. Full text of clauses contained in the Transportation Acquisition Regulation (TAR) may access at <http://www.dot.gov/ost/m60/tamtar/tar.htm>

- L.2 FAR 52.214-34 Submission of Offers in the English Language. APR 1991**
- L.3 FAR 52.214-35 Submission of Offers in U.S. Currency. APR 1991**
- L.4 FAR 52.215-1 Instructions to Offerors--Competitive Acquisition. FEB 2000**
- L.5 FAR 52.204-6 Data Universal Numbering System (DUNS) Number Jun 1999**
- L.6 FAR 52.215-17 Wavier of Facilities Capital Cost of Money OCT 1997**

The Government contemplates award of a cost plus-fixed-price, indefinite delivery-indefinite quantify (IDIQ), task ordering type contract resulting from this solicitation.

L.7 FAR 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer addressed as follows: Federal Railroad Administration, 1120 Vermont Avenue NW, Mail Stop 50, Washington, DC 20590 and confirmed by obtaining written and dated acknowledgment of receipt from the Contracting Officer or location where a protest may be served on the Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.8 Notice – Proposed Subcontracting Plan To Be Submitted With Initial Proposals

- (a) This provision does not apply to small business concerns.
- (b) FAR 52.219-9, Small Business Subcontracting Plan, which is included herein, requires that the offeror, upon request by the Contracting Officer, submit a subcontracting plan, where applicable. The plan shall address separately subcontracting with small business, HUBZone small business concerns, small disadvantaged businesses, and women-owned

small business concerns with a separate part on the basic contract and separate parts for each option. The plan shall be included in and made a part of the resultant contract. Specific subcontracting plan requirements are listed at FAR 19.704. Plans that do not address all items therein are not acceptable.

(c) All contractors required to submit subcontracting plans shall do so as part of their cost proposal. The subcontracting plan should have goals stated in percentages and dollars that are positive (greater than zero) for each required business concern category. Failure to submit the subcontracting plan and negotiate (if applicable) the subcontracting plan shall make the offeror ineligible for award of a contract.

L.9 North American Industrial Classification System

The North American Industrial Classification System (NAICS) for this service is 541710. Consequently, in order to qualify as a small business within the definition of FAR 19.102 and the above referenced NAICS code, a company's size does not exceed 500 employees.

L.10 INSTRUCTIONS FOR SUBMITTING PROPOSALS

(1) The Federal Railroad Administration intends to award one or more IDIQ contracts.

(a) Proposals submitted by offeror shall comply with the following general instructions:

(1) The proposal shall be signed by an official authorized to bind your organization.

(2) Any data previously submitted in response to another solicitation will be assumed unavailable to the Contracting Officer; and this data must not be incorporated into the technical proposal by reference.

(3) Offeror's shall submit their proposals in three separate volumes: Technical Proposal, Past Performance Information, and Cost/Price Proposal. Each of the volumes shall be separate and complete in itself so that evaluation of one may be accomplished independently of and concurrently with, evaluation of the others. Offerors shall submit one original and three copies of the technical proposal; one original and two copies of the past performance information; and one original and two copies of the cost proposal. Offerors should submit proposals based on the assumption that no modification of their proposal will be permitted. Proposals shall be typewritten, reproduced on letter-size paper, and legible in all required copies.

(4) Unnecessary elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visuals, and other presentation aides are neither necessary nor wanted. Clarity and completeness of the proposal are of the utmost importance. The

proposal shall be written in a practical, clear and concise manner. It should use quantitative terms whenever possible and should avoid qualitative adjectives to the maximum extent possible. Proposal volumes shall be internally consistent of the overall proposal; otherwise, it will be considered unrealistic and may be considered unacceptable. Each volume shall have a table of contents and a clear separation of each section. Sections should be marked in accordance with the sub-factors that are being evaluated.

(5) Offerors shall submit their proposals in a sealed package that is clearly marked with the solicitation number. If proposals are hand-carried, they shall be closed and sealed as if for mailing. Hand-carried proposals must be specifically delivered to the addressee listed in block 10 of the Standard Form 33. Otherwise, the Government cannot be responsible for the proposals. Overnight proposals shall be addressed to the following address:

Contracting Officer
Department of Transportation
Federal Railroad Administration
Office of Acquisitions and Grants Services
1120 Vermont Avenue, NW
Washington, DC 20005

Electronic submissions can be forwarded to the following email address: desmond.brown@fra.dot.gov however an electronically submitted proposal must be coupled with an overnight delivered proposal. Facsimile proposals will not be accepted.

(b) Proposals submitted by offerors shall comply with the following specific instructions:

(1) TECHNICAL PROPOSAL – The technical proposal shall include sections for Technical Approach, Personnel Qualification, and Management Plan/Corporate Experience. The technical proposal shall not contain reference to contract price or cost information; however, unpriced resources information, such as, data concerning labor hours and categories, materials, subcontracts, etc., may be contained in the technical proposal so that the offeror's understanding of the requirements in the Statement of Work can be demonstrated. The technical proposal must disclose as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions found herein.

(a) Technical Approach to Sample Task – The offeror shall submit a separate task plan of action for the sample task listed in Section J. The offeror's technical approach should demonstrate its ability to meet the requirements of the sample task. At a minimum the technical approach shall include:

(1) A brief discussion of the offeror's views and comments regarding feasibility of complying with the requirements of the sample task and an outline of major problems anticipated in meeting those requirements.

(2) An outline of the engineering approaches and proposed methods and techniques the offeror would propose to use in solving the technical problems. The approaches/techniques should evidence a fundamental understanding of the issues in questions and gathering data, and presenting findings. The outline should contain narrative material, sketches, and block diagrams defining and describing the approaches and techniques.

(3) A schedule of milestones demonstrating the offeror's ability to complete the requirements in the sample task within the required period of performance.

(4) A matrix of engineering effort and other applicable direct labor showing assignment of appropriate staff. The offeror shall not prepare a cost estimate for the hypothetical task. The offeror need only provide an estimated level of effort, which includes labor mix and appropriate number of hours and level of effort.

- (b) Personnel Qualification – The offeror shall demonstrate the capability to provide personnel with the required minimum qualifications included herein in Section C subparagraph C.6. The offeror shall provide the names and resumes of all personnel being propose. The resumes shall include, but not limited to, the person's name, title, and whether he/she is an employee, subcontractor, contingent hire, etc; what labor category the person is intended to fill; a description of the person's field of training (e.g. college degree, certification, etc.); a list of applicable publications published and other relevant outstanding achievements; a statement of the person's specified assignments; the percentage of time the individual is expected to apply to the contract; the actual physical location of the employee; and a description of the employee's relevant experience. Relevant experience is experience in the field of work for the labor category proposed and similar services to those listed in the Statement of Work, Section C. The offeror shall include resumes arranged in alphabetical order and shall have precise time frames of all documented education, experience, and training. The resume must indicate if the person is currently employed by your firm, and if not so employed, what kind of commitment or offer of employment has been made to assure availability to the project. If the proposed project person is not currently employed by the contractor or a formal subcontractor, then a signed letter of intent from the person must be included with the

proposal, along with the planned salary/hourly rate applicable.

(c) Management Plan/Corporate Experience

(1) Offerors shall provide a detailed management plan that will be Followed during contract execution. The offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the task orders issued under the contract will be managed, and the procedures to be taken to ensure quality control, timeliness, and cost control. The offeror shall define the proposed organizational structure (including responsibilities, and reporting structure) for the contract, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the offeror's corporate structure and with the assigned FRA Contracting Officer's Technical Representative (COTR) and Contracting Officer. The management plan shall include a staffing plan, which proposes how the personnel will be staffed.

(2) Offerors shall describe the company experience of a like or similar nature, particularly those of comparable size, dollar value, and complexity. Also, complete information shall be provided describing your relevant corporate experience with program management, project planning, and railroad research and development. Offerors shall describe the relationship of the work requirements to the overall corporate operation.

(2) PAST PERFORMANCE INFORMATION – The offeror shall describe its past performance on directly related or similar contracts and subcontracts it has held within the last five years (but not older than three years after completion of contract performance) and **all** contracts and subcontracts currently in progress which are similar scope, magnitude and complexity to that which is detailed in this RFP. (The Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP.

The offeror shall provide the following information regarding its past performance:

- (1) Contract number(s) and type of contract (e.g. firm-fixed price, Cost-plus-award-fee, etc.);
- (2) Procuring agency and name of reference point(s) of contact (not to exceed three per contract), Contracting Officer's and COTR's telephone numbers and email addresses at the procuring agency for which the contract was performed (Offerors are reminded to make sure the information provided is current);
- (3) Dollar value of the contract (including options);

- (4) Period or performance;
- (5) Detailed description of the work performed;
- (6) Relevancy of the contract to this proposed RFP;
- (7) Clear statements describing whether the contract was completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Discuss any cost growth if the contract was not completed for the original contract amount; and
- (8) The number, type, frequency, duration, and impact of any quality, delivery or cost problems in performing the contract; the corrective action taken, if any, and the effectiveness of the corrective action.

Offerors shall submit similar past performance information on proposed significant or critical subcontractors but such subcontractor past performance must be relevant to that required under this RFP and to the work to be subcontracted. The proposal must describe the amount of work and criticality of the work to be subcontracted. Such subcontractor work must clearly indicate the extent of involvement of the subcontractor(s) in the proposed effort (such as 40% of the total labor hours) and why such subcontractor experience is relevant considering the subcontractor effort proposed.

Offerors must either provide the above information or affirmatively state that it possesses no relevant directly related or similar past performance.

(3) COST/PRICE PROPOSALS – Offerors shall provide cost/price information required by provision, “Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data” included herein L.11. The offeror shall also provide a completed signed copy of the solicitation document including representations and certification and pricing in the Schedule (Section B). If applicable, offerors shall acknowledge receipt of all amendments issued. Eligible small business concerns are instructed to include in its cost proposal a completed copy of FAR clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, included herein by reference Section I. Offerors shall also include in their cost proposal any additional information required to demonstrate its accounting system, is adequate for determining costs under a cost reimbursable Federal contract and its capability to meet the responsibility of standards in FAR 9.104.

**L.11 FAR 52.215.20 – Requirements For Cost Or Pricing Data Or Information
Other Than Cost Or Pricing Data (OCT 1997), Alternative IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
(b) Provide information describe below:

- (1) Direct Labor Costs – Actual direct labor costs will be negotiated by individual task order. For proposal purposes, however, the offeror shall budget for the level of effort utilizing the labor disciplines in the statement of work under subparagraph C.6 (Personnel Qualification) and the following estimated annual hours by designated work categories.

Program Area	Percent of Time	Estimated Level of Annual Effort
Railroad Vehicles, Non-Electric Motive Power and Components	15%	1,800 Hours
Hazardous Materials Transportation	15%	1,800 Hours
Railroad Operating Practices, including Human Factors	25%	3,000 Hours
Railroad Track, Structures and Components	5%	600 Hours
Track-Train Interaction	15%	1,800 Hours
Passenger and Freight Operations	10%	1,200 Hours
Advanced Rail System Technology	10%	1,200 Hours
Railroad Signal, Communications, Control and Electric Traction Power Systems	5%	600 Hours
TOTAL EFFORT	100%	12,000 Hours

If an offeror intends to use labor categories other than those listed in subparagraph C.6 herein to perform the contract requirements, the offeror must provide an explanation of why the added categories are needed. The offeror's total proposed hours should not exceed the total hours described in subparagraph B.2. Offerors should show hourly rates and total hours for each category of direct labor proposed. Identify the basis for the direct labor hourly rate including whether actual or projected rates are being proposed; whether or not uncompensated overtime* is being included; and if actual employee or categorical direct labor rates are being applied. The offeror must submit proof of proposed wages and if escalated rates are proposed, state the percentage and methodology used for the proposed escalation.

- If uncompensated overtime is proposed, the offeror shall, at a minimum, support the application with evidence of pre-established corporate accounting principles/policies which support its equitable allocation of all work being performed by the contractor and the method for allocating the expense. Failure to support the application of uncompensated overtime may result in an upward adjustment of your cost proposal during its analysis and/or a determination that the proposed price is unrealistic.

(2) Labor Overhead – Offerors should propose and apply an overhead rate(s), which is in keeping with its accounting system. The overhead rate should be fully supported with a recent (less than a year old) Government audit agency audit report showing the recommended overhead rate(s), base(s), and break down of allowable costs that make up the overhead. If no such audit report exists, the offeror should furnish data supporting the proposed rates. Regardless whether offerors support their proposed labor overhead with a recent Government audit report or with supporting data, the offeror shall include a break down of the items comprising the proposed overhead and the base(s) upon which the burden(s) is (are) computed.

(3) Subcontracting Costs – Actual subcontracting costs will be negotiated by individual task order. As stated in subparagraph B.2, for proposal purposes, offerors shall consider subcontracting hours as part of the estimated total hours specified herein. Therefore, for proposal purposes, offerors shall budget for the level of effort for subcontracting by utilizing the table above and the personnel disciplines described in subparagraph C.6. Offeror should show the total estimated cost of anticipated subcontracting effort and provide supporting data for each subcontractor. The supporting data should include a cost break down of labor hours and hourly rates by labor category, overhead rates, other direct costs, G&A, and proposed fee as applicable.

(4) Other Direct Costs – Actual direct costs will be negotiated by individual task order. For proposal purposes, however, the offeror shall incorporate into its cost proposal for other direct costs a total budget of 7% of the burdened labor cost per year. In accordance with an offeror's accounting system, offerors should identify expected other direct costs to be charged as such. For example, if an offeror's accounting system normally charges the costs of producing reports and computer usage as a direct cost, these items be identified as other direct costs, but if these costs are normally charged as an indirect cost, then it should not be identified as a direct cost.

(5) Other Indirect Costs – Offerors should show any other overhead or G&A (general and administrative) rates/costs only if its accounting system provides for such cost segregation and only if this cost is not computed as part of labor overhead. The other indirect rates/costs should be supported in a similar manner to the labor overhead (see (2) above). The offeror should provide ample evidence of unduplicated costs in their proposed overhead(s) and G&A rates/costs.

(6) Contract facilities capital cost of money – Offerors should show a cost for facilities capital cost of money only if its accounting system provides for such cost segregation and only if this cost is not included elsewhere. The cost should be fully supported.

(7) Fee – The fee will not be negotiated, but should be included in the proposal for the purpose of verifying the total estimated cost plus fixed fee computation. [End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 FAR 52.252-1 Solicitation Provisions Incorporated By Reference (FED 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation of offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>

M.2 Federal Acquisition Regulation (48 CFR Chapter 1) Provisions

<u>Number</u>	<u>Date</u>	<u>Title</u>
52.217-5	JUL 1990	Evaluation of Options

M.3 Technical Proposal Evaluation

(a) The primary technical evaluation factors are listed below in descending order of importance, unless otherwise indicated.

I Technical Approach – The proposal response submitted for the technical approach to Sample Task A located in Section J will be evaluated to determine the extent of the offeror’s understanding of and feasibility/ability to successfully perform the Government requirements in accordance with the following criteria:

(1) demonstrated comprehension of each requirement, including sound/proper identification of probable areas of difficulty and suggested precautions.

(2) feasibility of the technical approach as it relates to the use of sound engineering practices and the use of other sound technical principles.

(3) qualifications of key personnel assigned to the task and the balance of proposed staffing relative to the use of junior vs. senior level professionals in a cost effective and timely manner.

II Personnel Qualifications – Personnel evaluation will based on the extent to which Personnel resumes submitted by the offeror clearly demonstrates the education and relevant experience required to successfully perform the types of Requirements of Section C. To be considered for award, personnel proposed must at least meet the minimum requirements of Section C subparagraph C.6.

- III Management Plan/Corporate Experience - Evaluation of the management plan will be based on the extent to which the plan demonstrates sound business practices in response to the requirements in Section L. In terms of the staffing portion of the plan, the evaluation will be based on the extent to which the offeror clearly demonstrates its ability to staff the contract over its life. (Primary employees or with personnel for whom the offeror has binding contingency hiring agreements versus recruiting).

Evaluation of corporate experience will be based on the extent to which corporate experience submitted by the offeror clearly demonstrates the relevance FRA's requirements

(b) Scoring Adjectives. The following adjectives will be used as general guidance in assessing each technical sub-criterion and the technical proposal as a whole:

"Outstanding"	Very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.
"Better"	Fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "Acceptable" rating. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
"Acceptable"	Meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the Offeror's understanding of the Government's requirements.
"Marginal"	Less than "Acceptable." There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least "Acceptable." (Areas of a technical proposal which remain "Marginal" after "Best and Final" offers shall not be subject to further discussion or revision.) If award is made on initial offers, there will not be an opportunity for discussions, nor a chance to become at least "Acceptable."
"Unacceptable"	Technical proposal has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a

reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many personnel requirements of the solicitation. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than unacceptable.)

M.4 EVALUATION OF PRICE

(a) The total evaluated price will be derived by the sum of the following proposed for the Sample Task:

- (1) The total proposed burdened labor costs.
- (2) Other Direct Costs (ODCs) including General and Administrative costs (G&A). Offerors must clearly state the proposed rate of G&A, if applicable, which is applied to ODCs (such as travel, materials, etc.). If the Government has specified a combined ceiling amount for ODCs and associated G&A in the schedule, the offerors' G&A will be added to the ODC ceiling amount *for evaluation purposes only*.
- (3) The proposed fee or profit.

(b) An offeror's costs used in developing the evaluated price may be modified by the results of a Cost Realism analysis, if one is being performed.

M.5 COST REALISM

(a) Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be:

- (1) to verify the Offeror's understanding of the requirements;
- (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the Offeror will provide the supplies or services for the offered prices/costs; and
- (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal.

(b) Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism evaluation. When this cost realism is performed, the resulting cost realistic cost estimate shall be used in the evaluation of cost.

M.6 EVALUATION OF PAST PERFORMANCE

(a) In relation to the evaluation of other non-cost factors, the evaluation of past performance will be considered equal to cost/price, but slightly less than all technical factors combined.

(b) The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. Past performance of "key personnel," if any, may be considered.

(c) The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance experience. The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror which fails to provide the past performance information or which fails to assert that it has no relevant directly related or similar past performance experience.

(d) The Government will consider the following elements of past performance:

QUALITY OF SERVICE	Assess the offeror's conformance to contract requirements and standards of good workmanship.
SCHEDULE	Assess the timeliness of the offeror against the completion of the contract task orders, milestones, delivery schedules, administrative requirements.
COST CONTROL	Assess the offeror's effectiveness in forecasting, managing, and controlling costs.
BUSINESS RELATIONS	Assess the integration and coordination of all activity needed to execute the contract, specifically

the timeliness and quality of problem identification, corrective action plans, proposal submittals, the offeror's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts and whether the offeror met small/small disadvantaged, HUBZone small business, and women-owned business participation goals.

(e) Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

NEUTRAL	No relevant past performance available for evaluation. Offeror has asserted that it has no relevant directly related or similar past performance. Proposal received no merit or demerit for this factor.
EXCEPTIONAL	No risk anticipated with delivery of quality product, on time, or any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.
VERY GOOD	Very little risk anticipated with delivery of quality product, on time, or of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.
SATISFACTORY	Some potential risk anticipated with delivery of quality product, on time, and of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.
MARGINAL	Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance (A rating of marginal does not by itself make a proposal ineligible for award.).
UNSATISFACTORY	Significant potential risk of anticipated failure of performance based upon the offeror's past performance.

M.7 RISK ASSESSMENT

Risk assessment may have a negative impact in the technical evaluation. It reflects the degree to which there is a concern that the cost/price proposal is too low and not consistent with the technical proposal, and that the offeror cannot provide quality services/personnel over the life of the contract at the price proposed. Unrealistically low pricing which leads to such a concern may result in a reduced technical rating (such as determining that an otherwise acceptable “personnel qualifications” section is “Marginal” or “Unacceptable”).

M.8 CONTRACT AWARD - BEST VALUE

- (a) The Government intends to evaluate proposals and award one or more contracts without discussions with offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the offeror’s best terms from a cost or price and technical standpoint.
- (b) Proposals received in response to this solicitation will be evaluated by the Federal Railroad Administration pursuant to the Federal Acquisition Regulation (FAR) and the Transportation Acquisition Regulation (TAR). One or more contractors will be selected for award on the basis of their proposal being the most advantageous to the Government, price and other factors considered.
- (c) Each technical proposal will be evaluated qualitatively and categorized as Outstanding, Better, Acceptable, Marginal, or Unacceptable in relation to the evaluation factors set forth in this solicitation. A finding of Unacceptable in one technical factor may result in the entire technical proposal being found to be Unacceptable. The Past Performance factor will be evaluated qualitatively and categorized as Neutral, Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory as set forth in Section M provision entitled “Evaluation of Past Performance.”
- (d) When combined, all evaluation factors other than cost or price are more important than cost or price.
- (e) Prospective offerors are forewarned that an acceptable technical proposal and marginal past performance with the lowest price may not be selected if award to a higher-priced proposal affords the Government a greater overall benefit. The Government may elect to pay a price premium to select an offeror whose non-cost/price evaluation factors (e.g. technical and past performance) are superior.

[END OF SOLICITATION]